adverse to the bona fide purchaser. Though this decision does not seem to be supported by the prior Maine cases, it is nevertheless the one that would probably be rendered in the 46 states that have adopted the Negotiable Instruments Law.

BOUNDARIES—ESTABLISHMENT BY ACQUIESCENCE.—Defendant company took possession in 1913 of a twenty foot strip of land in the east side of its right of way which had theretofore been fenced as a part of the tract of land now owned by plaintiff; the fence had been erected in 1899 and had since been recognized by both parties as the boundary line. Plaintiff acquired title to her tract in 1908 by a deed which did not include the twenty foot strip in its description. Plaintiff brings an action to quiet her title to this strip. *Held*, in affirming decree for the plaintiff, that the fence was established as a boundary line by the acquiescence of the parties for ten years. *Helmick* v. *Davenport, R. I. & N. W. Ry. Co.* (Iowa 1916) 156 N. W. 736.

There is a conflict of authority as to what circumstances will make possession adverse when the entry was by mistake. One line of decisions following in the lead of *French* v. *Pearce*, 8 Conn. 439, holds that possession is the important element and that an occupation of land by the claimant as owner is necessarily adverse. *Searles* v. *DeLadson*, 81 Conn. 133; *Mielke* v. *Dodge*, 135 Wis. 388; *Ovig* v. *Morrison*, 142 Wis. 243; *Metcalfe* v. *McCutcheon*, 60 Miss. 145; *Yetzer* v. *Thoman*, 17 Ohio St. 130; *Bayhouse* v. *Urquides*, 17 Idaho 286; *Miles* v. *Penn. Coal Co.*, 245 Pa. St. 94. Another line of cases influenced by *Brown* v. *Gay*, 3 Greenl. (Me.) 126, considers the intent of the claimant as a decisive criterion in determining the character of his possession. If the claimant occupied with the intention of holding only to the true line his possession was not adverse, *Grube* v. *Wells*, 34 Iowa, 148, *Preble* v. *Me. Cent. R. R. Co.*, 85 Me. 260; *Wilson* v. *Hunter*, 59 Ark. 626; *Ayers* v. *Reidel*, 84 Wis. 276; *McCabe* v. *Bruere*, 153 Mo. 1; *Taylor* v. *Fomby*, 116 Ala. 621; *Winn* v. *Abeles*, 35 Kan. 85; *King* v. *Brigham*, 23 Or. 262; *Aldrich Mining Co.* v. *Pearce* (Ala.) 68 So. 900. But if he occupied with the intention of holding to the line whether it were correct or not his possession would be adverse. *Somner* v. *Compton*, 52 Or. 173; *Gloyd* v. *Franck*, 248 Mo. 477; *Rosenmeier* v. *Marenholz*, 179 Ind. 467; *Bruce* v. *Washington*, 80 Tex. 368; *St. Louis S. W. Ry. Co.* v. *Mulkey*, 100 Ark. 71; *Edwards* v. *Fleming*, 83 Kan. 653; *Jacobs* v. *Disharon*, 113 Md. 92; *Moore* v. *Fowler*, 58 Ore. 292; *Johnson* v. *Ingram*, 63 Wash. 554. In determining the intent of the claimant the presumption recognized by the court is usually decisive. Some courts presume a holding under mistake to be in subordination to the paper title and not adverse, but by the weight of authority such a holding is presumed to be adverse. See 11 MICH. LAW REV. 57.

In Iowa under the doctrine of *Grube* v. *Wells*, supra, as modified by *Doolittle* v. *Bailey*, 85 Iowa 599, possession of land beyond the true boundary by mistake may or may not be adverse depending upon the presence or absence of an intention to claim title. *Gordon* v. *Ferree*, 101 Iowa 440, 444; *Fullmer* v. *Beck*, 105 Iowa 518. However this doctrine was heavily cut away by the recognition in *Miller* v. *Mills County*, 111 Iowa 654, of the principle

of establishment of boundaries by acquiescence which prevents any controversy as to the true location of a boundary line if there has been an occupancy for the statutory period up to a marked division line without questioning its correctness. *Axmear* v. *Richards,* 112 Iowa 657; *Kennedy* v. *Niles* (Iowa), 96 N. W. 772; *Griffith* v. *Murray,* 166 Iowa 380. The distinction between the results of the doctrine of adverse possession and those of acquiescence which were recognized in *Klinker* v. *Schmidt,* 114 Iowa 695, and *Bradley* v. *Burkhart,* 139 Iowa 323, is strikingly illustrated by the principal case. The defendant contended that private title could not be secured by adverse possession of a railroad right of way, *Northern Pacific Railway Co.* v. *Townsend,* 190 U. S. 267; *Union Pacific Railroad Co.* v. *Laramie Stockyard Co.,* 231 U. S. 190, 12 MICH. LAW REV. 144, 300; and further that plaintiff could not tack her possession to that of her grantor as her deed did not include the strip in controversy. *Gildea* v. *Warren,* 173 Mich. 28; 11 MICH. LAW REV. 245; *Lake Shore & M. S. Ry. Co.* v. *Sterling,* (Mich.) 155 N. W. 383, 15 MICH. LAW REV. 413. The court passes upon these contentions by saying that they are involved in the question of adverse possession but do not arise under the doctrine of acquiescence. The court holds that the same rules apply to a railroad corporation and a natural person and that the only element necessary to invoke the doctrine is acquiescence in an established boundary for the statutory period, privity of estate between the claimant and her grantor not being essential though it would be required to make the statutory period. See note in 21 L. R. A. 829, 834.

BULK SALES ACT—CHATTEL MORTGAGE AND RELEASE OF EQUITY OF REDEMPTION.—A grocer gave a chattel mortgage on his stock, together with a release of his equity of redemption. No notice to creditors was given as provided for in the Sales in Bulk Act, but there was no actual bad faith. *Held,* that the mortgagee had no rights as against a subsequently attaching creditor of the mortgagor. *Mills* v. *Sullivan,* (Mass. 1916) 111 N. E. 605.

The court found that the mortgage was not within the Act but that the effect of the mortgage and release together was to transfer the absolute legal title to the property and if allowed to be good would defeat the statute. In two other states where the question has arisen the courts have held that a chattel mortgage does not come within the Bulk Sales Acts. *Hannah and Hogg* v. *Ritcher Brewing Co.,* 149 Mich. 220, 112 N. W. 713, 12 L. R. A. (N. S.) 178, 119 Am. St. Rep. 674, 12 Ann. Cases 344; *Noble* v. *Ft. Smith Wholesale Grocery Co.,* 34 Okl. 662, 127 Pac. 14, 46 L. R. A. (N. S.) 455. In a note to the last case in 11 MICH. LAW REV. 248, it was pointed out that a chattel mortgage does not pass the legal title in Michigan or Oklahoma but that it does pass title in Massachusetts. It was there mentioned that the Oklahoma case suggesed that in states where title is passed by a chattel mortgage it may well come within a Bulk Sales Act. Massachusetts, in holding that a simple chattel mortgage does not come within the Act, but that the transaction involved in the principal case does, would seem to indicate that it is the passing of the equity of redemption and not the bare legal title which brings the transaction within the Act.